

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS**

<b>FlavaWorks Entertainment, Inc.,</b>	)	
<b>Blatino Media, Inc.,</b>	)	
<b>Plaintiff,</b>	)	<b>Case No. : 1:24-cv-09725</b>
	)	<b>Hon. Franklin U. Valderrama</b>
<b>v.</b>	)	<b>JURY TRIAL DEMANDED</b>
	)	
<b>John Doe 1 (username augire2)</b>	)	
<b>John Doe 2 (username batsu454)</b>	)	
<b>John Doe 4 (username Cards1uk)</b>	)	
<b>John Doe 5 (username Chaman)</b>	)	
<b>Christopher Lorino</b>	)	
<b>Rodney Block</b>	)	
<b>John Doe 8 (username Daleorama)</b>	)	
<b>David Tam</b>	)	
<b>Michael Shane Gordon</b>	)	
<b>Joe Wija</b>	)	
<b>Gregory Ghazal</b>	)	
<b>John Doe 15 (username Luvpecs)</b>	)	
<b>John Doe 20 (username Trashcat)</b>	)	
<b>Davon Applewhite</b>	)	
<b>Christian Millett</b>	)	
<b>Gabriel Johnson</b>	)	
<b>Richard Lindner</b>	)	
<b>Joshua Cofield</b>	)	
<b>Kevin Mediana</b>	)	
<b>John Doe 30 (username WillieD)</b>	)	
<b>Defendants.</b>	)	

**FOURTH AMENDED COMPLAINT**

Plaintiffs, FlavaWorks Entertainment, Inc. and Blatino Media, Inc (hereinafter “Plaintiffs”), and  
for their Complaint against Defendants states as follows:

**NATURE OF THE ACTION**

1. This is an action for copyright infringement pursuant to the Copyright Act, 17 U.S.C. §101 *et seq.*; for trademark infringement pursuant to the Lanham Act, 15 U.S.C. § 1051 *et seq.*, as amended. Plaintiffs bring this action to stop Defendants from infringing, promoting, encouraging, enabling and facilitating the infringement of Plaintiffs' copyrights (collectively "Plaintiffs' Intellectual Property") on the Internet.

2. Plaintiffs bring this action to stop Defendants from continuing to encourage, enable, and contribute to the infringement of Plaintiffs' copyrights on the Internet. Upon information and belief, Defendants accessed Plaintiffs' websites, agreed to the Terms and Conditions, and subsequently downloaded, shared, and distributed Plaintiffs' copyrighted works through unauthorized peer-to-peer networks and torrent sites, in violation of those terms.

### **THE PARTIES**

3. Plaintiff, FlavaWorks Entertainment, Inc is incorporated under the laws of the State of Illinois with its principal place of business at 2705 West Fulton, Chicago Illinois 60612.

4. Plaintiff, Blatino Media, Inc., is incorporated under the laws of the State of Illinois with its principal place of business at 2705 West Fulton, Chicago Illinois 60612.

5. On information and belief, Defendants are residents of the United States of America.

6. The legal names of certain Defendants—specifically John Does 1, 2, 4, 5, 8, 15, 20, and 30—are currently unknown to Plaintiffs and are only identifiable by their online usernames. The remaining John Doe Defendants have been identified by their legal names and are named accordingly.

7. Upon information and belief, all Defendants are members of [GayTor.rent](#) (formerly

[GayTorrent.ru](http://GayTorrent.ru)).

### **JURISDICTION AND VENUE**

8. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331, § 1338 and § 1367; and pursuant to the Copyright Act, 17 U.S.C. § 101 et seq..

9. This Court has jurisdiction over Defendants, because Defendants consented to personal jurisdiction when they agreed to FlavaWorks' Terms and Conditions, Section 11, Paragraph 11.1 "you hereby consent to the personal jurisdiction and venue of the courts located in Cook County, Illinois"

10. This Court has jurisdiction over Defendants, because Defendants are subject to personal jurisdiction in the State of Illinois under the Illinois Long Arm Statute.

11. Venue is proper in this district under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated in this district.

### **FACTS**

12. Plaintiff, FlavaWorks Entertainment, is a corporation that produces gay adult entertainment in the form of DVDs, magazines, websites, pictures, streaming video and various other media.

13. Plaintiff distributes its adult entertainment through various distributors and licensees, as well as through its websites including [FlavaFlix.com](http://FlavaFlix.com), [CocoDorm.com](http://CocoDorm.com), [Thugboy.com](http://Thugboy.com), [PapiCock.com](http://PapiCock.com) and [RawRods.com](http://RawRods.com) among others.

14. Plaintiff has applied for and has registered various copyrights for its works.

15. Plaintiff is recognized nationally and internationally as a leader in the field of production and distribution of gay adult entertainment due, in large part, to the goodwill and name recognition associated with its trademarks, as well as the high quality content that is associated with its copyrighted material.

16. Upon information and belief, Defendants are active members of GayTor.rent, a private, invite-only peer-to-peer file-sharing network that hosts and distributes pirated adult content. Membership is selective, and users are expected to either contribute infringing material or make financial contributions to maintain access. GayTor.rent is believed to be operated from or associated with entities believed to be based in Russia. Defendants knowingly participated in this scheme, joining together in a coordinated effort to illegally distribute Plaintiffs' copyrighted works—and those of other studios and content creators—in violation of federal law and industry standards.

17. Plaintiffs have identified several instances in which Defendants downloaded or participated in torrent swarms containing copyrighted FlavaWorks videos, without permission or license.

18. Defendants accessed FlavaWorks' websites and agreed to the Terms and Conditions, which explicitly prohibit the unauthorized copying and distribution of copyrighted content. A true and correct copy of the Terms and Conditions is attached hereto as Exhibit A.

19. Each of the infringing videos includes embedded copyright warnings making clear that unauthorized downloading or distribution is prohibited.

20. As a result of Defendants' conduct, third parties were able to download the copyrighted videos, without permission of FlavaWorks.

## **COUNT I**

**(Direct Copyright Infringement as to all Defendants – 17 U.S.C. § 501.)**

Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

21. Defendant's conduct interferes with Plaintiffs' exclusive right to reproduce, distribute and display the copyrighted works.

22. Defendant's conduct constitutes copyright infringement that this Court may remedy under Sections 106 and 501 of the Copyright Act.

23. Defendants' aforesaid activities constitute infringement of Plaintiffs' Copyrights.

24. As a result of the injury suffered by Plaintiffs' business from Defendants' actions of direct copyright infringement, Plaintiffs are entitled to recover actual and/or statutory damages, which shall be determined at trial, and costs of this action, including reasonable attorneys' fees, as well as injunctive relief to prevent future infringement.

**COUNT II**

**(Contributory Copyright Infringement.)**

Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

25. On information and belief, Defendants aided, abetted, allowed, encouraged and otherwise materially contributed to the infringement of FlavaWorks' Intellectual Property by copying, posting, and/or distributing FlavaWorks' copyrighted videos without permission.

26. On information and belief, Defendants had actual or constructive knowledge of or was willfully ignorant of the infringing activity and had the obligation and ability to control and

stop the infringing activity, yet failed to do so.

27. Defendants' conduct constitutes contributory copyright infringement that this Court may remedy under Sections 106 and 501 of the Copyright Act.

28. As a result of the injury suffered by Plaintiffs' business from Defendants' actions of contributory copyright infringement, Plaintiffs are entitled to recover actual and/or statutory damages, which shall be determined at trial, and costs of this action, including reasonable attorneys' fees, as well as injunctive relief to prevent future infringement.

### **COUNT III**

#### **(Vicarious Copyright Infringement.)**

Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

29. On information and belief, Defendants had actual or constructive knowledge of or was willfully ignorant of the infringing activity and had the obligation and ability to control and stop the infringing activity, yet failed to do so.

30. As a result of the injury suffered by Plaintiffs' business from Defendants' actions of vicarious copyright infringement, Plaintiffs are entitled to recover actual and/or statutory damages, which shall be determined at trial, and costs of this action, including reasonable attorneys' fees, as well as injunctive relief to prevent future infringement.

#### **COUNT IV**

##### **(Inducement of Copyright Infringement.)**

Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

31. On information and belief, Defendants had actual or constructive knowledge of or was willfully ignorant of the infringing activity and had the obligation and ability to control and stop the infringing activity, yet failed to do so.

32. Defendants' conduct constitutes inducement copyright infringement that this Court may remedy under Sections 106 and 501 of the Copyright Act.

33. As a result of the injury suffered by Plaintiffs business from Defendants' actions of inducement of copyright infringement, Plaintiffs are entitled to recover actual and/or statutory damages, which shall be determined at trial, and costs of this action, including reasonable attorneys' fees, as well as injunctive relief to prevent future infringement.

**WHEREFORE** Plaintiffs, FlavaWorks Entertainment, Inc. and Blatino Media Inc. respectfully request that this Honorable Court enter the following:

1. A judgment in favor of Plaintiffs and against each Defendant in an amount to be determined at trial, including statutory damages of up to \$150,000 per copyrighted work infringed, pursuant to 17 U.S.C. § 504(c)(2), plus attorneys' fees and court costs.

2. Find that Defendants acted willfully and in concert through a private piracy conspiracy, thereby justifying enhanced statutory damages and broad injunctive relief to deter future infringement by other members of GayTor.rent and similar unauthorized distribution networks.
3. Issue a temporary restraining order, preliminary injunction, and permanent injunction against Defendants and their agents, servants, representatives, employees, attorneys, parents, subsidiaries, related companies, partners, successors, predecessors, assigns, and all persons acting for, with, by, through, or under them, restraining and enjoining them from:
  - a. Posting on any website(s) material that infringes Plaintiffs' Intellectual Property, or facilitating the posting of infringing material or links enabling access to Plaintiffs' Intellectual Property hosted on third-party websites;
  - b. Distributing, reproducing, using, copying, streaming, making available for download, or otherwise exploiting Plaintiffs' Intellectual Property, including copyrighted works, trademarks, trade dress, or any other product or symbol with indicia of Plaintiffs' ownership;
  - c. Engaging in any conduct likely to cause confusion or mistake as to the association, sponsorship, or approval of any website with Plaintiffs;
  - d. Using, disclosing, converting, appropriating, retaining, selling, transferring, or copying any property of Plaintiffs.



4. Require Defendants to submit to the Court and serve upon Plaintiffs a sworn report, detailing how they have complied with the injunctive relief.
5. Disgorging Defendants of any profits they may have made as a result of their infringement of FlavaWorks' Intellectual Property;
6. Awarding Plaintiffs the actual damages sustained by Plaintiffs as a result of Defendants' infringement of FlavaWorks' Intellectual Property, the amount of which is to be determined at trial;
7. Awarding Plaintiffs compensatory and punitive damages, as deemed just and proper by this Court, as a result of the willful misconduct on the part of the Defendants;
8. Awarding Plaintiffs the costs of this action, together with reasonable attorneys' fees;
9. In the alternative, awarding Plaintiffs statutory damages pursuant to the Copyright Act and the Lanham Act;
10. In the alternative, award enhanced statutory damages under 17 U.S.C. § 504(c)(2) for willful infringement;
11. Requiring within ten (10) days after the entry of an order for either preliminary or permanent injunction, Defendants be required to turn over any files containing Plaintiff's Intellectual Property;
12. Requiring Defendants to deliver up for destruction all of Plaintiff's Intellectual Property.
13. Awarding treble damages pursuant to 15 U.S.C. § 1117(b) for Defendants' willful infringement of Plaintiffs' trademarks.

14. Awarding any such other and further relief as this Court deems just, reasonable and equitable.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

FlavaWorks Entertainment, Inc. and  
Blatino Media Inc

DATED: June 17, 2025

By: s/ Hameed Odunewu  
Attorney for Plaintiffs

Hameed Odunewu (Bar No. 6346462)  
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Blatino Media, Inc.  
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Chicago, IL 60612-2003  
(240) 918-2785 Telephone  
[Hameed@flavaworks.com](mailto:Hameed@flavaworks.com)

**CERTIFICATE OF SERVICE**

The undersigned attorney hereby certifies that a true and correct copy of the foregoing Fourth Amended Complaint was filed electronically with the Clerk of the Court and served on all counsel of record and interested parties via the CM/ECF system on June 17, 2025.

s/Hameed Odunewu

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## BLATINO MEDIA TERMS AND CONDITIONS

Effective as of January 1st, 2011 (the "Effective Date")  
Updated September 1 , 2022

This site and others listed below are operated, managed and copyrighted by Blatino Media, Inc.

### A. Applicable Sites

These Legal Notices apply to sites that are managed and operated by Blatino Media, Inc. and FlavaWorks.com (collectively, referred to herein as "Blatino Media," "we" or "us") family of websites (the "Sites"). These include thugboy.com; cocodorm.com; rawrods.com; mixitupboy.com; papicock.com; and any other websites at which these Legal Notices appear. They do not apply to other online or offline Blatino Media websites, products or services.

### B. Copyright Notice

All content is Copyright © Blatino Media, Inc.. All rights reserved. All materials found on any of the Sites are protected by United States and international copyright laws and treaty provisions and may not be reproduced, copied, edited, published, transmitted, uploaded, distributed, publicly performed or otherwise used in any manner, except with the prior express permission of Blatino Media, Inc.

### C. Trademarks

FLAWAWORKS, THUGBOY, FLAVAMEN, BLATINO AWARDS, RAWRODS, COCOSTORE, COCODORM, are registered or pending trademarks of Blatino Media, Inc., in U.S. Patent and Trademark Office.

### D. Requesting Reproduction Permissions

No material found or located on any Blatino Media Site may be reproduced or used for commercial purposes without the prior written permission of Blatino Meda, Inc.. You may write or fax Blatino Media, Inc (the owner of the copyrights) . to request permission at the following address:

Blatino Media, Inc  
Attn: Rights & Permissions  
PO BOX 2495  
Chicago, IL 60690  
Fax No.: 305.438.9470

## USER / SUBSCRIBER AGREEMENT

### IMPORTANT! PLEASE READ CAREFULLY

This User Agreement constitutes a legal agreement between you and Blatino Media and spells out the terms and conditions to which users of any Blatino Media Site are expected to adhere. Please read this User Agreement carefully before using any Blatino Media Site, because by signing up for a free membership or a paid subscription or by otherwise using a Site in any manner, you acknowledge that you have read and understand and agree to be bound by the terms set forth here, as well as (a) the terms of our Privacy Policy and (b) any supplemental terms appearing at an applicable Site, all of which are hereby incorporated by reference into this User Agreement (collectively referred to as the "Agreement"). If you do not agree with or do not wish to be bound by all of the terms and conditions of this Agreement, do not subscribe to or use any of the Sites or any portion of the Sites. We reserve the right to amend this Agreement at any time and will post the amended Agreement here.

This Agreement applies to the Blatino Media, Inc. (collectively, referred to herein as "Blatino Media," "we" or "us") family of websites (the "Sites"). These include thugboy.com; cocodorm.com; and any other websites at which these Legal Notices appear. It does not apply to other online or offline Blatino Media websites, products or services and does not grant you the right to access any premium or paid portion of any website for which you have not paid a subscription fee.

### 1. Blatino Media CONTENT AND USER SUBMISSIONS

1.1. The contents of the Blatino Media Internet Service ("the Service"), including all Sites, are intended for the personal, noncommercial use of its users. All materials published on the Sites (including, but not limited to articles, blog entries, comments, text, photographs, images, illustrations, product descriptions, audio, video, software, trademarks, logos and other materials found on the Sites (collectively, the "Content")) are protected by copyright, trademark and all other applicable intellectual property laws, and are owned or controlled by Blatino Media or the party credited as the provider of such Content, software or other materials. You shall abide by copyright or other notices, information and restrictions appearing in conjunction with any Content accessed through the Service.

1.2. The Service is protected by copyright as a collective work and/or compilation, pursuant to United States copyright laws, international conventions and other applicable intellectual property laws, rules and regulations. Except as may otherwise be set forth in this Section 1, you may not reproduce, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer, rental or sale of, create derivative works from, distribute, perform, display, reverse engineer, decompile or dissemble, or in any way exploit, any of the Content, software, materials, Sites or the Service in whole or in part. You may not use any meta tags or any other "hidden text" utilizing Blatino Media' name or trademarks without the express prior written consent of Blatino Media.

1.3. Copying or storing of any Content for any purpose other than your personal, noncommercial use as part of the Service is expressly prohibited without the prior written permission from Blatino Media' Rights and Permissions Department, or the copyright holder identified in the individual Content's proprietary rights notices. For purposes of clarification, but not limitation, including any Content (in whole or in part) on your personal website, when it is accessible to any other person, is not a personal use and is not permitted.

1.4. You agree that any information, feedback, questions, comments and/or submissions to any of the Public Forums (as discussed below) or the like that you provide to us in connection with any Site or our Service (collectively, "Submissions") will be deemed to have been provided to us on a non-confidential and non-proprietary basis, and you grant Blatino Media a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Blatino Media and sub-licensees the right to use the name that you submit in connection with such content, if they choose. We will have no obligations or liability of any kind to you or any third party with respect to any Submission and shall be free to reproduce, use, disclose, distribute and/or otherwise exploit any Submission for any purpose whatsoever, without limitation. You also agree that we shall be free to use any ideas, concepts or techniques embodied in any Submission for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products or services incorporating such ideas, concepts, or techniques without your approval or compensation to you. You

waive any rights you may have in modifications or alterations to your Submissions or in the event that your Submission is changed in a manner not agreeable to you. In addition, you hereby waive all moral rights you may have in any materials uploaded to the Service or sent to us by you.

1.5. All messages transmitted to Blatino Media or any of the Sites will be readily accessible to the general public. You should not use any Site to transmit any communication, which you intend only the intended recipient(s) to read. Notice is hereby given that any and all messages uploaded to any of the Sites can and may be read by the operators of this Service, regardless of whether or not the operators are the intended recipients of such messages.

1.6. To enable Blatino Media to use the information you supply to us through your Submissions, and so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise any copyright, publicity and database rights you have in that information, in any media now known or developed in the future, with respect to your information. However, Blatino Media will only use your personal information in accordance with our Privacy Policy.

1.7. If you believe that the content of any Submission provided by you, or any Content appearing on a Site, has been used on a Blatino Media Site in a manner that constitutes copyright infringement, please provide our Copyright Agent with a written notice (email is sufficient) that includes the following information: (i) an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed; (iii) a description of where the material that you claim is infringing is located on the Site; (iv) your mailing address, telephone number, and e-mail address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Blatino Media designated Copyright Agent to receive notifications of claimed infringement is as follows:

Blatino Media, Inc.  
Attn: Intellectual Property Counsel  
PO BOX 2495  
Chicago, IL 60690  
E-mail: [dmca@BlatinoMedia.com](mailto:dmca@BlatinoMedia.com)  
Phone No.: 305-438-9450

If you fail to comply with all of the requirements of a DMCA notice, Blatino Media may not act upon your notice.

Please be advised that any DMCA Notices sent to Blatino Media may be sent to third parties (including the accused) and posted on the internet.

## 2. Forums and Discussions

2.1. The Sites may make available comments sections, chat rooms, forums, message boards, and/or news groups to its users ("Public Forum(s)"). You shall not upload to, or distribute or otherwise publish through, a Public Forum any content which is illegal, libelous, defamatory, obscene, pornographic, profane, sexually explicit, abusive, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." Please use your best judgment and be respectful of other individuals using the Public Forums. You agree not to use vulgar, abusive or hateful language.

2.2. You represent and warrant that you own or otherwise control all rights to any content that you post to any Public Forum; that the content is accurate; that use of the content you supply does not violate this Agreement and will not cause injury to any person or entity; and that you will indemnify Blatino Media for all claims resulting from content you supply.

2.3. The Public Forums within the Sites are provided to give our users an interesting and stimulating forum in which they may express opinions and share ideas. Blatino Media does not endorse the opinions reflected on these Public Forums. You acknowledge that any Submissions may be reproduced, published, transmitted, edited, removed, modified, used and/or displayed by Blatino Media in any manner pursuant to Section 1.4, above.

2.4. You may only use the Public Forums in a noncommercial manner. You shall not, without the express prior approval of Blatino Media, use the Public Forums to distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services, or to promote websites or online services that are competitive with Blatino Media and the Service or otherwise.

2.5. While we do not and cannot review every message posted by users in the Public Forums and are not responsible for the content of any of these messages, Blatino Media reserves the right to delete, move or edit messages that we, in our sole discretion, deem are in violation of the law (including trademark and copyright law), or this Agreement, or are abusive, defamatory, obscene or otherwise unacceptable. Blatino Media takes no responsibility and assumes no liability for any content posted by you or any third party. You shall remain solely responsible for the content of your messages.

## 3. Access and Availability of Links

3.1. The Sites may contain links to other websites, resources and sponsors of Blatino Media. Selection of any banner advertisement or link may redirect you off of a Blatino Media Site to a third party website. Interactions and/or transactions that occur between you and any such third party are strictly between you and that third party and are not the responsibility of Blatino Media. We are not responsible for examining or evaluating, and do not warrant the offerings of, any of these businesses or individuals or the content of their websites. Blatino Media does not assume any liability or responsibility for the actions, product, availability or content of these outside resources. You should direct any concerns regarding any external link to the site administrator or Webmaster of the third party website.

## 4. Registration & Security

4.1. In order to access certain areas of the Sites and to post comments to the Public Forums, you will be required to register and, in the case of members' areas on the Sites, pay for such access. You must agree to abide by all of the terms contained in the Agreement in order to become or remain an authorized subscriber of any of the Sites.

4.2. In order to register and subscribe for a paid membership to one of the Sites, you must indicate agreement with the terms and conditions of this Agreement by checking the "I have read and agree to the membership Terms and Conditions" checkbox on the registration page. You will not be allowed to subscribe to the Sites before clicking that checkbox. Feel free to read and reread this Agreement as often as you want before subscribing to the Sites. If you do not wish to agree to these terms and conditions, do not click the "Trial Membership" button (in the case of free or trial memberships), or the "Click Here to Join" button (in the case of paid subscriptions). You understand, however, that you will not be subscribed for a paid membership to the Sites unless you agree to the terms of this Agreement by clicking on the button as set forth above. Blatino Media reserves the right, at its discretion, to change,

modify, add or remove portions of this Agreement at any time. Occasionally Blatino Media may ask you to accept the terms of such changes to continue using the Sites.

4.3. As part of the registration/subscription process, you will select a password and user name (collectively, a "Site ID"). You agree to provide Blatino Media with accurate, complete and updated registration information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your account. You may not (a) select or use a screen name of another person with the intent to impersonate that person; (b) use a name subject to the rights of any person other than yourself without authorization; or © use a screen name that Blatino Media, in its sole discretion, deems offensive.

4.4. You are solely responsible for maintaining the confidentiality of your Site ID and shall notify Blatino Media of any known or suspected unauthorized use(s) of your account, Site ID or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your password or credit card information.

4.5. You are responsible for all usage or activity on your account to any of the Sites. Any fraudulent, abusive or otherwise illegal activity may be grounds for termination of your account at Blatino Media' sole discretion, and you may be referred to appropriate law enforcement agencies.

4.6. You must be 18 years or older to subscribe to any of the Sites.

4.7. IF THIS AGREEMENT OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU OR CAUSE YOU TO NO LONGER BE IN COMPLIANCE, YOU MAY CANCEL YOUR PAID SUBSCRIPTION BY REQUESTING AN ORDER CANCELLATION FROM A LINK IN THE SUPPORT SECTION (SEE SECTION 10 REGARDING TERMINATION). YOU MAY CANCEL YOUR TRIAL MEMBERSHIP FROM A LINK IN THE SUPPORT SECTION. YOUR CONTINUED USE OF ANY SITE NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THIS AGREEMENT, WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF SUCH RULES, CHANGES OR MODIFICATIONS.

## 5. Fees & Payments

5.1. Blatino Media reserves the right at any time to charge fees or change the price for access to any of the Sites. In the event that Blatino Media so elects, it shall post notice in the Members' Services section of the applicable Site. You agree to pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to charges for any products or services offered for sale through the Sites by Blatino Media or by any other vendor or service provider. All fees and charges shall be billed to and paid for by you. You will not receive access to any service until subscription fees have been received by Blatino Media. In the event of termination, your paid subscription will remain active through the end of the subscription term. You are responsible for the payment of any and all applicable taxes relating to use of the Sites through your account. Your right to use the Sites is subject to any limits established by Blatino Media in its sole discretion.

5.2. You understand that your paid subscription will renew automatically at the end of your subscription period until you request a cancellation (See Section 10. Termination), and you hereby authorize Blatino Media (or its service provider) to charge your chosen payment method to pay for the ongoing fees relating to your subscription.

5.3. In the event that Blatino Media issues a refund, the refund will be credited solely to the payment method used in the original transaction. Blatino Media will not issue refunds by cash, check or to another credit card or payment mechanism.

5.4. To complete your purchase you may be transferred to the secured server of CCBill, EPOCH or Netbilling and/or their providers ("Service Provider"), independent companies providing subscription payment processing and other billing services for website operators, such as the owner and operator of this Site. Neither Service Provider nor any person or company related to Service Provider holds any ownership interest in this Site, nor receives any financial benefit from this Site, other than a fee paid by the owner of this Site to Service Provider for the services performed by Service Provider. Service Provider HAS NO CONTROL OVER THE SITE, or any of the design, layout, content, subject matter, products, services or persons that appear in or on or that are linked to the Site, or the geographical areas into which it may disseminate, broadcast or permit the downloading of or access to the content or services offered by the Site. Accordingly, Service Provider makes absolutely no representations and/or warranties, and provides no assurances, regarding the Site, the Site owner, or the quality, availability, legality or description of the products and/or services offered thereon. SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY WARRANTIES OF CLIENT'S ABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS SITE AND/OR THE PRODUCTS AND SERVICES OFFERED HEREON. Any disputes arising in connection with this Site, or the products and/or services being offered or purchased, are between you and the owner of this Site. In certain circumstances, Service Provider may provide subscription and billing customer service for the Site, in which case Service Provider may be handling such disputes. In all other cases, disputes related to the Products and Services should be directed to the contact information contained on the Site; however, you should feel free to contact Service Provider in the event that you feel that the Site operator acted fraudulently, or you were misled in any way. Service Provider urges you to carefully read the Terms and Conditions on the Site, and to ask the Site operator any questions you may have regarding the service/product before completing the subscription or other transaction, by using the contact information on this Site. By submitting your request for authorization of your transaction, you acknowledge having read, understood and agreed to the terms and conditions herein stated, AND agree to indemnify, defend, and hold Service Provider harmless from any and all liabilities, damages (including attorneys fees and associated costs) and other costs and expenses arising in connection with your visit to or use of this Site, and/or your purchase or offer to purchase any of the products and services offered hereon.

## 6. Representation and Warranties

6.1. You represent, warrant and covenant (a) that no materials of any kind submitted by you or through your account, or Blatino Media' use thereof in accordance with the terms and conditions of this Agreement, will (i) violate, plagiarize or infringe upon the rights of any third party, including, without limitation, copyright, trademark, privacy or publicity, moral rights, contract or other personal or proprietary rights; (ii) contain unlawful material, or otherwise violate any applicable laws, rules or regulations; (iii) constitute false or misleading indications of origin or statements of fact; (iv) slander, libel or defame any person or entity; or (v) cause injury of any kind to any person or entity; and (b) that you are at least 18 years old or the applicable age of majority in your jurisdiction and possess the legal authority to enter into this Agreement.

6.2. Blatino Media makes no representation that the Content on the Sites is appropriate for access outside of the United States. Those who choose to access any of the Sites from outside of the United States do so on their own initiative and are responsible for compliance with local laws.

6.3. Blatino Media neither represents nor endorses the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded, or distributed through the Sites or the Service by any user, information provider or any other person or entity. THE SITES, THE SERVICE AND ANY MATERIALS PROVIDED BY Blatino Media OR THIRD PARTIES THROUGH THE SAME ARE PROVIDED "AS IS." Blatino Media MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES (EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY), CONDITIONS, GUARANTIES, OR REPRESENTATIONS, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY, TIMELINESS OR USEFULNESS OF ANY MATERIALS PROVIDED THROUGH ANY OF THE SITES OR THE SERVICE.

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6.4. You hereby acknowledge that the use of the Service, any Site and the Content available thereon is at your sole risk.

## 7. Indemnification

7.1. You hereby agree to indemnify, defend and hold Blatino Media and its officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all causes of action, claims, liabilities and costs incurred by the Indemnified Parties in connection with any claim arising from of any breach by you of this Agreement or the foregoing representations, warranties and covenants, including, without limitation, reasonable attorneys' fees. You shall cooperate as fully as reasonably required in the defense of any claim. Blatino Media reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not enter into any settlement agreement that affects the rights of Blatino Media without Blatino Media's prior written approval.

## 8. Limitation of Liability

8.1. NEITHER Blatino Media NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITES OR THE SERVICE SHALL BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR: (a) ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGE OR LOSS INCURRED IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SERVICE, ANY OF THE SITES, OR THE CONTENT THEREON; (b) ANY OF THE MATERIALS PROVIDED BY Blatino Media OR THIRD PARTIES THROUGH ANY OF THE SITES OR THE SERVICE; OR © ANY DAMAGE OR LOSS INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, DELAYS IN PERFORMANCE OF THE SERVICE, REGARDLESS OF THE CLAIM AS TO THE NATURE OF THE CAUSE OF ACTION, EVEN IF Blatino Media HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions shall only apply to the extent permissible under applicable law.

8.2. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, Blatino Media's AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR LICENSORS, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).

## 9. System Integrity

9.1. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of any Site or any transaction conducted on a Site. You may not take any action, which imposes an unreasonable or disproportionately large load on our infrastructure. You may not disclose or share your password with any third party or use your password for any unauthorized purpose.

## 10. Termination

10.1. You may cancel your subscription in the Support section of this site. You will retain access through the duration of your subscription term. You are responsible for all charges incurred up to the time the account is deactivated.

10.2. Blatino Media may, in its sole discretion, terminate or suspend your access or refuse service at any time, without notice, to all or part of any of the Sites or Service for any or no reason, including, without limitation, any breach of this Agreement by you or associated with your account, any assignment of your account to a third party, or the repeated infringement of copyrights owned by Blatino Media or third parties.

10.3. Blatino Media, including, without limitation, its authorized agents and employees may terminate your use of any or all of the Sites and/or your account without notice in the event that you breach any obligation in this Agreement, including but not limited to, (a) restricting, inhibiting or disrupting the operation of any Site; or (b) attempting to alter or improperly access any feature or function of any of the Sites. Your access may also be subject to termination if you post or transmit any illegal content; harass or threaten any user of any Site or any Blatino Media employee; post content (including, but not limited to, the creation of a username) that is offensive or otherwise disruptive of Site activities; post unsolicited advertising; or improperly impersonate a Blatino Media employee or other individual.

## 11. Miscellaneous

11.1. This Agreement has been made in and shall be construed and enforced in accordance with Illinois law without regard to any conflict of law provisions. You agree that any action to enforce this Agreement shall be brought in the federal or state courts located in Chicago, Illinois and you hereby consent to the personal jurisdiction and venue of the courts located in Cook County, Illinois.

11.2. Official correspondence must be sent via postal mail to:

Blatino Media, Inc.  
Attn: General Counsel  
PO BOX 2495  
Chicago, IL 60690

11.3. This Agreement, the Privacy Statement and any other terms referenced in this Agreement constitute the entire agreement between you and Blatino Media with respect to your access to and use of the Sites and Service and supersede all prior or contemporaneous agreements (whether oral, written or electronic) between you and Blatino Media with respect to the Sites and/or Service. If any of the provisions of this Agreement are determined to be invalid or unenforceable, then each invalid or unenforceable provision will be construed in a manner consistent with applicable laws to reflect, as nearly as possible, the original intentions of the parties and the remaining provisions shall remain in full force and effect.

11.4. Blatino Media may assign this Agreement: (a) to any of its affiliates, (b) to the surviving entity in the event of a merger, acquisition, or the sale of all or substantially all of the assets of Blatino Media or © in connection with the sale of any of the Sites or the business unit associated with such Site(s).

11.5. Our complaint policy is as follows: If you have a complaint about any content posted to this website, please contact our legal department by using the address above or our web-form, or by calling our office at the phone number 1-305-438-9450 and describe your complaint to us in detail, and within five (5) business days we will respond to your complaint. If you feel our response is not adequate, you will have fourteen (14) to file an appeal with our legal department. If you feel our response was adequate your complaint will be closed.

11.6. Our Content Removal Process: any person depicted in the content shall have the right to appeal to remove such content and to have the content removed should the outcome of the investigation determine that consent was not given or is void under applicable law. To have your content removed, please contact our legal department by using the address above or our web-form, or by calling our office at the phone number 1-305-438-9450 and describe your complaint to us in detail, and within five (5) business days we will

respond to your complaint. If you feel our response is not adequate, you will have fourteen (14) to file an appeal with our legal department. If you feel our response was adequate your complaint will be closed..


**F. Acceptance**

You hereby acknowledge that you have read and understand the foregoing Agreement and agree to be bound by its terms and conditions.



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